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Collective Bargaining Agreements

6-27-1976

National Tea Co. and Retail Clerks Union, Retail Clerks International Association, AFL-CIO, Locals 98, 1453, 1460, 1504, 1540 and 1550 (1976)

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National Tea Co. and Retail Clerks Union, Retail Clerks International Association, AFL-CIO, Locals 98, 1453, 1460, 1504, 1540 and 1550 (1976)

Location

Chicago, IL

Effective Date

6-27-1976

Expiration Date

6-30-1979

Employer

National Tea Co.

Union

Retail Clerks Union

Union Local

98, 1453, 1460, 1504, 1540, 1550

NAICS

44

Sector

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I N D E X

RETAIL CLERKS LOCAL NO. 98, 1453, 1460, 1504, 1540, 1550

ARTICLE I	INTENT AND PURPOSE	PG. 1
ARTICLE II	COVERAGE	1
ARTICLE III	UNION AFFILIATION	2
ARTICLE IV	UNION SHOP	2
ARTICLE V	HOLIDAYS	2 & 3
ARTICLE VI	WORKING HOURS AND OVERTIME	3 & 4 & 5
ARTICLE VII	WAGE SCHEDULES	5 & 6 & 7 & 8
ARTICLE VIII	SENIORITY AND TRANSFERS	8 & 9 & 10
ARTICLE IX	LEAVE OF ABSENCE	10 & 11
ARTICLE X	VACATION	11 & 12
ARTICLE XI	UNION ACCESS TO STORES	12
ARTICLE XII	GRIEVANCE AND ARBITRATION	13
ARTICLE XIII	UNION STORE CARD AND BUTTON - BULLETIN BOARD - GENERAL	13
ARTICLE XIV	DISCHARGE	15
ARTICLE XV	JURY SERVICE - FUNERAL PAY - MILITARY RESERVE	15
ARTICLE XVI	CLERKS WORK CLAUSE	15 & 16
ARTICLE XVII	HEALTH AND WELFARE	16
ARTICLE XVIII	PENSION	16
ARTICLE XIX	COLLECTION OF DELINQUENT CONTRIBUTIONS	17
ARTICLE XX	CONFORMITY TO LAW	17
ARTICLE XXI	TECHNOLOGICAL CHANGE	17 & 18
ARTICLE XXII	STORE CLOSING	18
ARTICLE XXIII	TERM OF AGREEMENT	18 & 19
	APPENDAGE "A"	
	APPENDAGE "B"	

eff. 6/27/76

I - X - 6/30/79

AGREEMENT

This Agreement, mutually entered into by and between RETAIL CLERKS UNION, LOCALS: 98, 1453, 1460, 1504, 1540, and 1550, chartered by the Retail Clerks International Association, AFL-CIO, as party of the first part, and hereinafter referred to as the Union, and NATIONAL TEA CO. or its successors, as party of the second part, and hereinafter referred to as the Company. *See letter dated 8-31-76*

The parties to this Agreement agree that they will not discriminate against any employee, or prospective employee, because of age, race, sex, creed, color, national origin or Union affiliation. *E19-24*

ARTICLE I INTENT AND PURPOSE

1.1 The Employer and the Union each represent that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and so set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

1.2 The Company recognizes the Union as the sole collective bargaining agency for all of the employees, as hereinafter set forth, employed at the retail stores of NATIONAL TEA CO. in the geographical jurisdiction of the Union.

ARTICLE II COVERAGE

2.1 The term "Company" as used in this Agreement shall refer and relate to all retail food stores now owned and/or operated by the Company located within the geographical jurisdiction of the Local Union, and such new retail food stores as the Company shall operate during the term of this Agreement. The terms and conditions of this Agreement shall apply to all operators of concessions, leased or licensed departments of the Company operating in the stores described above.

2.2 The term "employees" as used in this Agreement shall include all employees working in the retail food stores of the Company including employees working in leased and/or licensed departments and all concession departments, within the store, except its employees in the meat department and one (1) store manager. In stores having an average volume of \$75,000.00 per week, the Company may appoint one (1) Co-Manager who shall also be excluded from the definition of "employees".

2.3 The Store Manager, Co-Manager or other Supervisor shall not perform bargaining unit work, except under the following conditions: *E59*

1. Any emergency occasioned by an accident, Act of God or mechanical equipment failure which required immediate action to remedy the emergency.
2. Routine customer assistance.
3. Sporadically reshelving of stock displaced by customers.
4. Check-in of direct delivery by sales person.
5. Employee training.

In the event of violation of this Section, the most senior employee working in that store at the time of the violation shall receive four (4) hours straight time pay or straight time pay in the amount of actual time spent in such violation. If more than one (1) person is involved in the violation, the two (2) senior clerks shall receive the violation pay.

ARTICLE III
UNION AFFILIATION

3.1 The Company agrees that there shall be no discrimination against any employee because of Union affiliation or activity. Supp. 1
E22

A37
3 3.2 It is agreed that an employee of the Company, upon being elected or appointed to office in the Union shall be granted a leave of absence for a period up to three (3) years, and upon expiration of such leave shall be reinstated in a similar position as that held when granted leave of absence.

ARTICLE IV
UNION SHOP

4.1 The following shop condition shall be effective:

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. The Company may secure new employees from any source whatsoever. During the first (1st) thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Company. 10/10
10/10

4.2 The Company shall pay said person so employed during the period said person is not a member of the Union at the regular Union wage provided for in this Agreement and shall in all other respects require said person to work under and live up to all provisions of this Agreement.

4.3 It is agreed that only unit employees covered by the collective bargaining agreement shall perform all work, services, and handling or selling of merchandise in the Employer's store, providing, however, that the store manager and co-manager may continue to perform such limited unit functions as set forth in Section 2.3 above. H59

4.4 Whenever a classified employee is assigned the responsibility of a store manager, he shall be paid the store manager's base rate of pay for that store. An employee shall have the right to decline such assignment.

4.5 An employee acting as relief for and filling the job of a classified employee during sick leave, vacation or any leave, for three (3) days or more (except Sundays and regularly scheduled days off) shall be replaced and the replacement shall receive the contract rate for the job for those replacement hours, or his contract hourly rate, whichever is greater.

4.5a. Classified employees, during vacations, will be replaced, and the replacement shall receive the classified employee's hourly rate of pay, or his contract rate of pay, whichever is greater.

4.5b. Classified employees who are on a leave of absence for three (3) days or more will be replaced after three (3) days, and the replacement shall receive the classified employee's hourly rate of pay, or his contract rate of pay, whichever is greater.

4.6 In the event the Employer creates a new job classification which involves new job duties, responsibilities, or skills, the Employer agrees to negotiate with the Union the rate of pay for the new job or classification.

ARTICLE V
HOLIDAYS

5.1 All employees shall be entitled to the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Christmas Day; Thanksgiving Day; Employee's Birthdate; or days legally celebrated in lieu thereof and any additional holiday proclaimed by the President of the United States or Act of Congress. All employees shall be entitled to a personal holiday upon reaching their birthdate. This personal holiday shall be taken during the week in which the holiday falls. If a clerk's birthdate falls during a holiday week, the Birthdate Holiday shall be scheduled the following week. 11/10
11/10

ARTICLE V (cont'd)

5.2 All employees will be entitled to two (2) additional personal holidays per calendar year (after six (6) months qualification); one (1) personal day during the first six (6) months, and one (1) paid personal holiday during the second six (6) months of each calendar year. These personal holidays shall be on days mutually agreeable to the employee and the Company. The computation of pay for the additional days off shall be the same as that which is set forth in Section 5.3 below. 628-30

5.2a. Effective January 1, 1977 all employees will be entitled to three (3) personal holidays per calendar year. Newly hired employees will be eligible for personal holidays on the following basis: (after four (4) months qualifications): one (1) personal holiday during the first (1st) four (4) months of employment; one (1) personal holiday during the second (2nd) four (4) months of employment; and one (1) paid personal holiday during the third (3rd) four (4) months of employment. Thereafter, such employees will be eligible for personal holidays as of January 1, of each succeeding year.

5.2b. Employees may use the personal holidays two (2) times each year for a three (3) day weekend mini vacation. In January and June of each calendar year, eligible employees in the store will select the available specific weekend on the basis of seniority. The third (3rd) personal holiday may be used in conjunction with the employees vacation in the form of an extra day off or an extra days' pay as agreed between the Employer and the employee.

5.2c. Earned personal holidays, not used, shall be paid to the employee upon termination, layoff or extended leave of absence, or, if still employed, the week prior to Christmas, along with unused sick pay.

5.3 Holiday pay shall be determined by the number of hours which an eligible employee averages during the normal work week as follows:

AVERAGE HOURS PER WEEK

HOLIDAY PAY IN HOURS

Less than 26 hours

4 hours at regular rate of pay

26 hours to 32 hours

6 hours at regular rate of pay

32 hours or more

8 hours at regular rate of pay

The average number of hours per work week for the purpose of this Article shall be computed on the basis of the average for the four (4) weeks immediately preceeding the recognized holiday or during the period of employment if the eligible employee has less than four (4) weeks employment.

5.4 During the weeks in which holidays occur, employees shall receive time and one-half (1 1/2) their regular rate of pay after thirty-two (32) hours actually worked, except for hours claimed under the provisions of Section 8.8 of this Agreement.

5.5 Employees who work on legal holidays, as specified in 5.1 of this Article, shall receive time and one-half (1 1/2) for all hours worked on the holiday in addition to their holiday pay. Forty (40) hour employees working on a holiday shall be scheduled for their regular basic work week of four (4) days in addition to the holiday worked. 631-33 125

5.6 In order to be entitled to unworked holiday pay, as set forth in this Article, employees must work their scheduled day before the holiday and their scheduled day after the holiday unless absence is excused by the Company.

5.7 Any employee whose total weekly hours worked during the holiday week are at premium pay, will receive premium pay on holiday hours paid.

ARTICLE VI
WORKING HOURS AND OVERTIME

6.1 The basic work week for all full-time employees shall be forty (40) hours, to be worked in five (5) days, eight (8) hours per day, not necessarily consecutive, F9-10 50 F11-13 400

ARTICLE VI (cont'd)

between Monday through Saturday. Work performed on the sixth (6th) day by any employee shall be compensated for at time and one-half (1 1/2) regardless of total weekly hours, except when the sixth (6th) day of work is claimed under the provisions of Section 8.8 of this Agreement. It is agreed that during the life of this Agreement there shall be no change in the basic work week, as specified above, by the Company without first obtaining the approval of the Union.

6.2 Employees will be paid time and one-half (1 1/2) their regular rate of pay for work in excess of forty (40) hours per week.

6.3 Employees will be paid time and one-half (1 1/2) their regular rate for work in excess of eight (8) hours per day.

6.4 Time and one-half (1 1/2) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

6.5 No employee shall be scheduled for less than three (3) hours work on any day of the week. All employees reporting to work, as scheduled shall be guaranteed the number of hours work as indicated on the work schedule for that day, or shall receive pay in lieu of such hours worked, except in cases of emergency due to Acts of God, civil disorder, strikes or boycotts. All employees called in to work on an unscheduled day, shall receive a minimum of three (3) hours work, or three (3) hours pay in lieu thereof. No employee shall have his work week reduced or be required to take time off as a result of this paragraph of the contract.

6.6 All work performed by employees on Sunday and holidays shall be considered as premium work, and such work shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate of hourly pay. Sunday work shall not be considered part of the basic work week for employees. Sunday and holiday work shall be scheduled by the Employer and shall be rotated among all employees who volunteer for Sunday work. Should an insufficient number of employees volunteer, the Employer shall have the right to schedule from the least senior in inverse order. Senior employees shall have the right to the Sunday and Holiday schedule with the greatest number of hours.

The Employer shall post, in ink or other permanent means, in the store the current work schedule for all employees working in the store. Work schedules shall be maintained in the store for a three (3) month period of time and shall be made available to an authorized representative of the Union for examination upon request. No employee who is called in to work out of the posted work schedule shall be required to take compensatory time off from the posted work schedule. Work schedules shall be posted no later than Thursday, 4:00 P.M., prior to the beginning of the new work week. Schedule must be posted in an area that is accessible to all employees.

Call-ins out of the posted work schedule will be made by seniority. The result of such call-in is not to exceed eight (8) total hours per day or forty (40) hours per week.

6.6a. All employees will be scheduled for a minimum of twelve (12) hours per week between Monday through Saturday. This does not apply to employees who are scheduled to work on Saturday only. However, employees whose hours are claimed so that the result is less than twelve (12) hours per week will work whatever hours remain after the claim.

Employees on the payroll at June 26, 1976 who were working less than twelve (12) hours per week may continue on that basis.

6.7 All employees shall receive an unpaid hour for lunch, or one-half (1/2) hour where mutually agreed to, during each eight (8) hour shift. All employees working six (6) hours or more, but less than eight (8) hours per day, who request a lunch period shall be granted no less than a half (1/2) hour lunch period. The lunch period shall be scheduled approximately in the middle of the employee's shift.

6.8 Effective August 1, 1976, all work performed between the hours of 7:00 P.M. and 6:00 A.M. shall be compensated for at thirty cents (30¢) per hour premium pay. Effective June 26, 1977, this premium will be increased to thirty-five cents (35¢) per hour. Effective June 25, 1978, this premium will be increased to forty cents (40¢) per hour.

ARTICLE VI (cont'd)

6.8a. Each night crew having four (4) or more employees shall have a lead member who shall receive in addition to his hourly rate of pay and night premium an additional twenty-five cents (25¢) per hour for performing the duties of a night crew leader.

6.8b. All full-time forty (40) hour night crew employees will be scheduled five (5) nights per week, Monday through Saturday. All full-time forty (40) hour night crew employees shall be scheduled within two (2) hours of the same starting time each night of the week. Full-time forty (40) hour night crew employees shall be scheduled regular nights of each week. Night crew employees shall not be scheduled without at least twelve (12) hours rest between their quitting time and starting time.

6.8c. Night crew work shall be assigned by inverse seniority, or at the employee's request. When openings occur for day jobs, night crew employees shall be offered day jobs by seniority before new hires. Once each four (4) weeks, forty (40) hour night stock employees will be scheduled for four (4) consecutive ten (10) hour, straight time shifts.

6.9 Employees shall receive two (2) fifteen (15) minute uninterrupted rest periods without loss of pay, in any one workday. The rest periods shall be scheduled approximately within fifteen (15) minutes of the employees' half (1/2) shifts. Employees working three and one-half (3 1/2) hours but less than seven (7) hours shall be entitled to one (1) rest period. An employee shall be compensated at their straight time hourly rate of pay for rest periods not taken in violation of the rest period provision herein.

6.10 Employees shall not work a split shift.

6.11 The Company agrees not to employ or schedule two (2) or more employees where it is possible to employ or schedule one (1) forty (40) hour employee.

6.12 No employee shall be required to work after 5:00 P.M. on Christmas Eve or 5:00 P.M. on New Year's Eve and New Year's Day. No employee shall work on Christmas Day. Only volunteers shall work after 5:00 P.M. on Christmas Eve or 5:00 P.M. on New Year's Eve and New Year's Day. If an insufficient number of employees volunteer, then the Employer will schedule the required employees on the basis of reverse seniority.

ARTICLE VII
WAGE SCHEDULES

7.1 Minimum wage rates shall be as follows:

A. Department Heads:

	Effective 6/27/76	Effective 6/26/77
*Assistant Manager	\$8.26	\$8.66
**Produce Manager	8.10	8.50
***Cashier-Bookkeeper	7.35	7.75
****Dairy/Frozen Food Dept. Head	7.15	7.55
*****Non-Food Dept. Head	7.15	7.55

	C.O.L.A.+++ Effective 12/25/77	Effective 6/25/78	C.O.L.A.+++ Effective 12/24/78
*Assistant Manager	\$8.86	\$9.26	\$9.46
**Produce Manager	8.70	9.10	9.30
***Cashier-Bookkeeper	7.95	8.35	8.55
****Dairy/Frozen Food Dept. Head	7.75	8.15	8.35
*****Non-Food Dept. Head	7.75	8.15	8.35

ARTICLE VII (cont'd)

B. Regular Clerks:

	Effective 6/27/76	Effective 6/26/77	C.O.L.A.+++ Effective 12/25/77	Effective 6/25/78	C.O.L.A.+++ Effective 12/24/78
0 - 3 mos. experience	\$4.00	\$4.25 ²⁵	\$4.45	\$4.70 ²⁵	\$4.90
4 - 6 mos. experience	4.25	4.50	4.70	4.95	5.15
7 - 9 mos. experience	4.50	4.80	5.00	5.30	5.50
10 - 12 mos. experience	5.00	5.30	5.50	5.80	6.00
13 - 18 mos. experience	5.40	5.70	5.90	6.20	6.40
19 - 24 mos. experience	6.00	6.30	6.50	6.80	7.00
25 - 34 mos. experience	6.15	6.55 ⁴⁰	6.75	7.15	7.35
35 - 44 mos. experience	6.25	6.65	6.85	7.25	7.45
45 - 54 mos. experience	6.40	6.80	7.00	7.40	7.60
55 - 64 mos. experience	6.75	7.15	7.35	7.75	7.95
After 64 mos. experience	6.90	7.30 ⁴⁰	7.50	7.90 ⁶⁰	8.10

C. Bakery, Non-Food and Delicatessen Employees (hired after 6/27/76)

0 - 6 mos. experience	\$4.00	\$4.30 ³⁰	\$4.40	\$4.70	\$4.80
7 - 12 mos. experience	4.37	4.67	4.77	5.07	5.17
13 - 18 mos. experience	4.70	5.00	5.10	5.40	5.50
19 - 24 mos. experience	4.90	5.20	5.30	5.60	5.70
25 - 30 mos. experience	5.30	5.60	5.70	6.00	6.10
Over 30 mos. experience	5.75	6.05 ³⁰	6.15	6.45	6.55
Department Head					
Bakery & Delicatessen (when appointed)	6.00	6.30 ³⁰	6.40	6.70 ³⁰	6.80

D. Utility Clerks are defined as employees who perform only those duties described below. Utility Clerks shall receive all benefits of this Agreement on the same basis as all other employees except where specifically provided otherwise and rates of pay shall be as follows:

Utility Clerks:

0 - 6 mos. experience	\$3.10	\$3.25	\$3.35	\$3.50	\$3.60
6 - 12 mos. experience	3.20	3.35	3.45	3.60	3.70
Over 12 mos. experience	3.30	3.55 ²⁵	3.65	3.90 ⁴⁵	4.00

+++THESE RATES PRESUME MAXIMUM AMOUNT OF COST OF LIVING INCREASE PER SCHEDULE "B".
IF COST OF LIVING INCREASE PER SCHEDULE "B" IS LESS THAN TWENTY CENTS (20¢) PER HOUR
THEN CONTRACT RATES WILL NEED TO BE CHANGED ACCORDINGLY.

The duties of Utility Clerks shall be limited to sorting, bagging and packaging sold merchandise; carrying and loading sold merchandise; sweeping floors anywhere in the store, cleaning the parking lot and other adjacent areas outside the store; filling bag racks; cleaning areas around and in front of the checker lanes; cleaning rest rooms; collecting and sorting bottles; and disposing of trash and rubbish.

When openings occur for regular clerk jobs, Utility Clerks shall be given the first opportunity to fill such openings.

It shall be a violation of this Contract for Utility Clerks to perform any duties other than those specified above. In order to remedy violations of this Section the parties agree as follows:

1. The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative instructing all employees of the duties of Utility Clerks and instructing all employees that the performance of any other duties constitutes a violation of the Contract.
2. Upon the first violation of this Section, the Utility Clerks in the store involved shall be paid the regular clerks starting rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of Utility Clerks' duties.

ARTICLE VII (cont'd)

3. Upon a second violation in the same store, all Utility Clerks in the store involved shall be paid the regular clerks starting rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerks' duties.
4. Upon a third violation in the same store, all Utility Clerks in the store involved shall be paid double the Utility Clerk rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerk duties.

7.2 The negotiated wage increases are to apply to all employees who are presently receiving in excess of contract rates.

7.3 *An Assistant Manager is defined as one who assists the Manager in the operation of the store.

**A Produce Department Head is defined as one who operates the Produce Department under the direction of the Store Manager.

***A Cashier-Bookkeeper shall be defined for purposes of this Contract as an employee who is appointed and trained by the Company to handle the cash and the necessary reports to the General Office and such other work as required in super-markets.

****A Dairy/Frozen Food Department Head is defined as the employee who operates the Dairy/Frozen Food Department under the direction of the Store Manager. Such employee will be required only in stores with an average weekly sales volume of \$75,000.00 (on the same basis set forth under Sections 7.4A & 7.4B below.).

*****Non-Food Department head is defined as the employee who operates the Non-Food Department under the direction of the Store Manager. The Employer shall not hire employees at the Non-Food rate as per Article VI C, until a Non-Food Department Manager is appointed by the Company.

In addition to the Cashier-Bookkeeper, all employees performing office clerical work in the store, all or any part of their work schedule, shall receive premium pay for all time spent on office clerical duties. Premium pay for office clerical work shall be paid fifteen cents (15¢) per hour.

Any employee who has been designated as Key Carrier by the Employer will receive a twenty-five cents (25¢) per hour premium for all hours worked on days the employee opens or closes the store. Such an employee is not to be a Department Head or night stocker. This provision becomes effective August 1, 1976.

7.4A Effective December 1st each year, average sales shall be reviewed and, in any store where the average weekly sales for the previous fifty-two (52) weeks is \$40,000.00 or more, an Assistant Manager, a Produce Department Head, and a Cashier-Bookkeeper shall be appointed, provided that the store does not already have one (1) employee in each of these classifications.

Effective December 1st each year, where the average weekly sales for the previous fifty-two (52) weeks is \$20,000.00 to \$40,000.00 at least two (2) Department Heads, including the Cashier-Bookkeeper classification as a Department Head should be assigned.

7.4B In the case of a new or remodeled store, if an Assistant Manager, Produce Department Head, and Head Cashier-Bookkeeper are not appointed as of the date of the opening, or remodeling, one (1) employee shall be appointed to each of these classifications at the end of four (4) months, provided that the average weekly total sales for the last three (3) of the first four (4) months is \$40,000.00 or more.

7.5 The above classifications in 7.1 are appointed by field supervision. Nothing in this clause shall foreclose the right of the Union to present a grievance in regard to these sub-sections.

7.6 Employees presently receiving, or who may hereafter receive in excess of the above pay schedules shall not have their pay decreased because of provisions of this Contract.

7.7 Definition of "Service in Industry".

A. Proven comparable experience not terminating more than five (5) years prior to date of application and shown on application for employment shall be the basis for determination of new employee's rate of pay. Such experience prior to

ARTICLE VII (cont'd)

five (5) years before date of application and ending within the five (5) year period must be continuous to be counted. R.C.I.A. Union Card showing experience will be recognized as initial proof of experience.

B. Claims for rate adjustment based on previous service "in the industry" must be filed in writing within ninety (90) days from date of employment, otherwise the employee forfeits any claim under this provision, except where such experience is shown on the initial "application for employment" in which event said ninety (90) days should not apply.

C. Service in the Industry Formula: In the application of service in the industry, rehired or new employees shall receive experience credit on the following basis: Employees hired shall receive full credit for each month of service.

7.8 Wages shall be paid each week by voucher or check to all employees and the Employer shall post on stubs the following information: Straight-time, overtime, and holiday hours paid for, plus employee's straight-time hourly rate of pay. In lieu of such information on the stubs, the Employer will make available a payroll work sheet containing such information to the Union Representative at the store.

ARTICLE VIII SENIORITY AND TRANSFERS

8.1 Seniority shall be defined as the length of continuous employment with the Employer and shall begin with the employee's last date of employment. Seniority may be broken only by quit, justifiable discharge, or failure to return to work in accordance with the terms of a leave of absence or recall from layoff.

A. The principle of seniority shall apply in cases of layoffs or reduction of hours.

B. There shall be two (2) seniority lists as follows:

- (1) Regular Clerks
- (2) Utility Clerks

The Employees on a regular seniority list shall have seniority over Utility Clerks based on date of hire.

The Employer shall prepare, each four (4) months, two (2) seniority lists; and submit copies to the Union. The two (2) lists shall include each employee's name, rate of pay, classification, date of hire, and date of promotion.

C. Seniority for all employees shall be on a Local Union basis, except as otherwise specifically provided herein.

D. An employee who is to be laid off may claim, within the employee's store only, the hours worked by less senior employees. If the hours claimed involve work which the employee has not previously performed, then the Employer shall offer the employee a reasonable period of training.

D.1 An employee who is to be laid off may, in lieu of claiming hours within the employee's store, may elect to transfer to another store of the Employer, within mutually agreed upon geographical grouping. The employee may displace the least senior employee within their classification (regular clerk or utility clerk) working in any store of the Employer within the mutually agreed upon geographical grouping. If the job of the displaced employee involves work which the senior employee has not previously performed, then the Employer shall offer the senior employee a reasonable period of training. The displaced employee may, in turn, elect to claim hours within the displaced employee's store in accordance with this paragraph. It is understood that each displaced employee shall have the right to claim hours or transfer in accordance with this and the above paragraphs.

E. In the event of a store closing, employees shall have the right to transfer within their seniority group, in accordance with seniority, or shall have the right to transfer to a lesser seniority group in accordance with Paragraph D.1.

ARTICLE VIII (cont'd)

F. In addition to the foregoing, an employee about to be laid off may displace the least senior employee only, working in a store of the Employer within the jurisdiction of any one of the Local Unions who have executed contracts with the Employer. In the event of such transfer, the displaced employee shall have the right to claim hours within the employee's store in accordance with his seniority.

G. Effective August 1, 1976, an employee who is reduced in hours by more than six (6) hours per week for four (4) consecutive weeks, will be eligible to transfer as set forth in Paragraph D.1 above, except that the employee to be displaced will be the least senior employee working a comparable number of hours within their geographical grouping. The base period used to determine the six (6) hour reduction will be the average number of hours worked during the preceding four (4) weeks. Employees who wish to transfer under the provisions of this Paragraph must notify their Store Manager in writing, with a copy to the Union. The transfer will be effected the beginning of the second (2nd) week following receipt of such notice.

8.2 Any job which would move an employee to a higher seniority classification shall be deemed a promotion. For purposes of promotion, seniority shall be applied as follows:

(a) Seniority shall be a store wide, geographical grouping, and Company wide local union jurisdiction.

(b) In promotions from a lower seniority group to a higher seniority group, seniority and sufficient ability to perform the work shall be the determining factors. The determination of sufficient ability shall be based on evidence and standards that are reasonable. Any employee who fails to qualify in the promoted job, shall be returned to the employee's prior position.

(c) When a vacancy occurs in a job involving premium pay, the job shall be offered to the regular clerks in the store in which the vacancy occurs in accordance with seniority. When a clerk opening occurs, the job shall be offered to the utility clerks working in the store in which the opening occurs in accordance with seniority.

8.3 In the event the Employer opens a new store, the new store will be staffed by employees in accordance with the following procedures:

- A. The Employer will post in each of the Employer's stores within the geographical grouping, notice of the new store opening, which notice shall include the new store address, the full and part-time positions to be filled at the new store.
- B. Within five (5) days of posting, employees may bid on the positions at the new store by notifying the Store Manager in writing. Thereupon, positions to be filled shall be handled in accordance with Paragraph 8.2 above.
- C. All positions not filled in accordance with Paragraph A & B above shall be offered to employees on layoff status in accordance with seniority.
- D. The Employer will not hire new employees for the new store until the above procedures have been complied with.

8.4A The Employer may transfer employees to meet the necessities of the business or an employee may request a transfer for various reasons. An employee so transferred shall retain the seniority previously accumulated. When an employee is transferred from the jurisdiction of the Union to the jurisdiction of another within the Chicago area, such employee shall carry with him all seniority acquired while in the employ of the Employer within the jurisdiction of the Retail Clerks Union in the Metropolitan Chicago Area.

8.4B Transfers by the Company shall not be handled in an arbitrary or capricious manner. Any disputes over the transfer provision the Company and the Union agree to meet in an effort to resolve such dispute.

8.4C Should the regular employee be temporarily transferred from his or her regularly assigned store to another store and such transfer results in additional transportation expense, the employee will be reimbursed by the Company for such additional transportation expense.

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ARTICLE VIII (cont'd)

8.5 All employees shall have recall rights up to one (1) year from layoff. E1677
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8.6 No employee shall acquire any seniority rights until he has been employed by the Company for at least thirty (30) days, provided that after thirty (30) days employment the seniority beginning date shall revert to the last date of hire.

8.7 Employees transferred from existing stores to a new store that is opened shall, if subject to layoff within a period of ninety (90) days after the store is opened, have the right to return to the store from which transferred and assume the job that their seniority warrants, provided they have the ability to perform the work required.

8.8 Employees within their seniority group shall be eligible to claim available hours up to and including eight (8) hours per day, and up to and including forty (40) hours per week in a regular workweek, including any portion of a less senior employee's hours in accordance with seniority. It is understood and agreed that Sunday and/or holiday hours may not be claimed pursuant to this Section. Hours claimed under the provisions of Section 6.1 of this Agreement on the sixth (6th) day in a workweek or in excess of thirty-two (32) in a calendar holiday week will be paid at straight time.

An employee's right to claim available hours shall include the right to claim all or any portion of a junior employee's schedule commencing prior to or upon the termination of the senior employee's schedule or within four (4) hours thereof so long as the result of the claim permits the junior employee to work a minimum of three (3) unclaimed hours. A claim within such time period shall not be construed as a split shift.

An employee shall not be required to make the same available hours claim after three (3) successive weeks. Once an employee has claimed hours, the schedule shall be adjusted consistent with the employee's claim for future weeks. Failure to do so, shall be a violation of this Agreement and the employee shall be entitled to pay for the hours in question.

Employees who regularly worked forty (40) hours under the preceeding Labor Agreement shall not have their hours claimed.

Once the work schedule has been posted, as per Article 6.6, employees wishing to claim additional available hours must make their wishes known to the Store Manager, or his designee, within twenty-four (24) hours of such posting, or waive their rights to claim such additional hours for the balance of the work schedule as posted.

8.9 Senior employees will indicate their continuing preference for day shift or night shift. Day shift is any eight (8) hour shift scheduled to end at 6:00 P.M. or earlier and night shift is any eight (8) hour shift scheduled to end after 6:00 P.M.

After such employees have notified the manager of such continuing shift preference, such employees will be scheduled by seniority for the available shifts.

ARTICLE IX
LEAVE OF ABSENCE

9.1 Personal, illness and pregnancy leaves: All employees, after three (3) months employment, shall be granted a leave of absence not exceeding one (1) year for certified illness, injury or pregnancy. Leaves of absence in excess of the foregoing periods may be granted by the Employer. All employees, after three (3) months of service, may be granted a personal leave of absence, not exceeding thirty (30) days upon the Employer's permission, without loss of seniority. - 59
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9.2 All leaves of absence must be in writing by the employee to the Personnel Director of the Company and the Personnel Director of the Company will send a written approval or disapproval to the employee.

9.3 Any employee who is granted a leave of absence and while on such leave of absence accept employment with another Employer, or who goes into business for himself, is subject to discharge.

ARTICLE IX (cont'd)

9.4 Upon return to work from a leave of absence, the employee shall be restored to the job previously held, or to a job comparable with regard to work and rate of pay. Upon notice to the Store Manager (Personnel Director) of availability for work at least three (3) days prior to Thursday noon of any week, the employee shall be restored to work to begin not later than Monday following the giving of such notice. If the notice of availability for work is not given at least three (3) days prior to Thursday noon of any week, the Employer is required to schedule the employee on the schedule prepared the following week and the employee will begin work the Monday thereafter.

9.5 Employees returning to work from a leave of absence due to sickness, accident or pregnancy may be required to pass a physical examination by the Employer before returning to work. Such physical examination shall be at the expense of the Employer.

9.6 Employees while on illness leave shall be entitled to holiday pay during the first (1st) thirty (30) days of such leave.

9.7 Employees injured on the job and unable to work as certified by the Employer's physician shall receive their regular hourly rate of pay, as scheduled, up to three (3) calendar days.

9.8 A female employee upon becoming pregnant will be granted a leave of absence on the same basis as any other non-paid leave of absence (excluding illness and accident leaves). Such leave will commence as of the date her doctor decided she should no longer work and will expire as soon after the termination of pregnancy as her doctor shall decide that she may safely return to work. In no event shall the total leave exceed one (1) year.

ARTICLE X
VACATION

10.1 Vacation schedules shall be posted in all stores by April 1st of each year. All employees who have been in the continuous employment of the Company for one (1) year or more shall receive one (1) week's vacation annually with their current weekly base pay.

All employees who have been in the continuous employment of the Company for two (2) years or more shall receive two (2) weeks vacation annually with their current weekly base pay.

All employees who have been in the continuous employment of the Company for eight (8) or more years shall receive three (3) weeks vacation annually with their current weekly base pay. Effective January 1, 1977, all employees who have been in the continuous employment of the Company for five (5) or more years shall receive three (3) weeks vacation annually with their current weekly base pay.

All employees who have been in the continuous employment of the Employer for fifteen (15) years or more shall receive four (4) weeks vacation annually with their current weekly base pay. Effective January 1, 1977, all employees who have been in the continuous employment of the Employer for twelve (12) years or more shall receive four (4) weeks vacation annually with their current weekly base pay.

All employees who have been in the continuous employment of the Employer for twenty (20) years or more shall receive five (5) weeks vacation annually with their currently weekly base pay.

All employees who have been in the continuous employment of the Employer for twenty-five (25) years or more shall receive six (6) weeks vacation annually with their current weekly base pay.

10.2 Employees working less than forty (40) hours per week upon completing their anniversary year of employment shall receive a pro rata vacation with pay equal to the number of hours worked in that year divided by fifty-two (52). Vacations for such employees shall be on the same number of weeks of vacation eligibility as stated above.

10.3 An employee will be eligible for a one (1) week vacation as of the first (1st) anniversary of continuous service as of that date.

ARTICLE X (cont'd)

After qualifying for his first (1st) one (1) week vacation, an employee who has completed one (1) year of continuous service (but less than two (2) years) prior to January 1, is eligible for one (1) week vacation as of January 1.

If an employee qualifies for one (1) week vacation as of January 1, and is due to complete the service necessary for an additional week of vacation later in the year, he may take the first week early or wait and take both weeks together.

Employees qualifying for additional weeks of vacation shall do so on the same basis set forth in the three (3) paragraphs above.

10.4 An employee who has qualified for his or her first vacation and is subsequently laid off, shall receive a pro rata vacation for each full month of service completed since his last anniversary date of employment.

10.5 An employee who is discharged or quits, except discharge for dishonesty or drunkenness, after having worked six (6) months or more since his last anniversary date shall receive a pro rata vacation for each full month of service completed since his last anniversary date of employment.

10.6 If a holiday occurs during an employee's vacation, he or she shall be paid an additional day's pay or receive an extra day off in addition to the vacation pay.

10.7 It is agreed that no forty (40) hour employee shall have his basic work week reduced for the purpose of evading vacation provisions established herein.

10.8 Employees working regularly scheduled overtime hours and/or a regularly scheduled premium job shall receive vacation pay computed on the basis of such overtime hours and/or premium.

10.9 Effect of leaves of absence: Leaves totaling ninety (90) days or less in any calendar year shall not affect a vacation earned in that year; leaves totaling more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one-fourth (1/4); leaves totaling more than one hundred eighty (180) days but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one half (1/2); leaves totaling more than two hundred seventy (270) days shall disqualify for vacation. In the event an employee is off work because of illness, pregnancy, and/or injury, the Employer shall count all time off through one hundred twenty (120) days as time worked for the purpose of computing vacation payments. For time off in excess of one hundred twenty (120) days, the above formula shall apply.

10.10 Vacation shall be scheduled on a store-wide seniority basis and may be taken any time during the year. No employee shall be compelled to take a vacation at the time not mutually agreed upon.

An employee with three (3) weeks or less vacation shall not be required to split his or her vacation time.

10.11 Any person who enters military service shall be paid his pro rata vacation pay, for that which he has earned, up to the time of his entering military service.

Any veteran returning to work after military service shall receive his pro rata vacation pay for time worked during the time from his return to the anniversary date of his original hiring date.

Vacation allowed shall be in compliance with the terms of the existing Agreement.

10.12 An employee with more than six (6) months of service, but less than one (1) year of service, shall be allowed to receive up to one (1) week's unpaid vacation leave during his/her first year of employment, provided that a replacement employee is available.

ARTICLE XI UNION ACCESS TO STORES

The Company agrees to permit an authorized representative or officer of the Union to have access to the stores at all hours when said stores are open for business for the purpose of communicating with the employees employed therein, but such representatives or officers shall not unnecessarily interfere with the duties of said members or the business of the Company.

ARTICLE XII
GRIEVANCE AND ARBITRATION

12.1 The properly accredited officers or representatives of both parties to the Agreement shall be authorized to settle any dispute, disagreement, difference or grievance arising out of the terms, application or interpretation of this Agreement. The Union shall submit same in writing to the Company within fifteen (15) days of the date of the grievance or the claim is nullified. ES9
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12.2 Representatives of the parties shall attempt to resolve all grievances as promptly as possible. For this purpose, either party may call a grievance meeting. The Company shall reply in writing to the Union's written grievance within five (5) days following receipt of the written grievance.

12.3 When in the judgment of either party arbitration is necessary, either party may initiate same by notifying the other party in writing that it has invoked the arbitration provisions of the contract and that it has requested the American Arbitration Association to submit a panel of arbitrators to the parties. In no event shall arbitration be initiated earlier than seven (7) days following the mailing of the written grievance. The parties shall promptly proceed to select an arbitrator from the panel and proceed to arbitrate the grievance all in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties. EGG
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12.4 Expenses incurred in connection with the arbitration, to wit, fees of the American Arbitration Association, the arbitrator's fees and expenses and rental of a hearing room, if necessary, shall be shared equally by the parties.

12.5 The failure of the Union to protest any constructive notice action or other written warning issued an employee, shall not be deemed as an admission on the part of the Union or the employee as to the truth of the content of such written notice or the propriety of its issuance.

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12.6 Except as otherwise specifically set forth in this Agreement, it is agreed between the parties hereto that there shall be no strikes, cessation of work, picketing, boycotts or lockouts pending the final decision of any dispute submitted to arbitration in accordance with the provisions of this Agreement.

12.7 It shall not be a violation of this Agreement for any employee to refuse to cross a legal, primary, labor picket line that has been authorized by the Retail Clerks International Association. The Employer shall be notified in writing when any picket line has been sanctioned by the Union.

ARTICLE XIII
UNION STORE CARD AND BUTTON - BULLETIN BOARD - GENERAL

13.1 The Union Store Card must be displayed in all places where members of the Union are employed. The Store Card shall not be removed in case of a dispute unless the dispute is taken up with proper officials of the Company first.

13.2 The Union shall use its best effort as a labor organization to enhance the interests of the Company as an Employer of Union Labor.

13.3 Members of the Union may wear their Union Buttons when on duty.

13.4 The Company shall provide a bulletin board on which the Union may post notices. H
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13.5 The Company agrees to cover all employees under the Unemployment Compensation Act or agrees to pay an employee one (1) week's pay upon dismissal, because of an over-supply of help.

13.6 Any uniform deemed necessary by the Company for its employees shall be furnished and laundered at the expense of the Company. W
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Where the Company desires to furnish dacron or similar type of uniforms to female employees and the female employees in such store are unanimously in favor of such uniforms, such uniforms shall be laundered by the employee and shall be returned to the Employer upon termination of employment, if so requested.

13.7 The Company agrees to provide suitable rest area in the store.

ARTICLE XIII (cont'd)

13.8 Where time clocks are not provided, the Employer shall institute adequate payroll procedures to insure that all hours worked are properly recorded.

13.9 No employee covered by this Agreement shall be required by any representative of the Employer to be the subject of a lie detector test for any reason whatsoever.

13.10 The Employer shall provide a first aid kit containing bandages.

13.11 If a physical examination or health permit is required by the Employer, the medical fee for such examination shall be borne by the Employer.

13.12 Any time spent away from the store on the legal business of the Employer, either at the request of the Employer or pursuant to a legal subpoena, shall be compensated by the Employer at the employee's regular rate of pay. Such hours shall not be considered as time worked in the computation of daily or weekly overtime unless it is part of the regularly scheduled work week.

13.13 All employees shall be entitled to receive three (3) days sick pay per calendar year. 10/25 ✓

Effective January 1, 1977 all employees shall be entitled to receive four (4) days sick pay per calendar year.

Effective January 1, 1978 all employees shall be entitled to receive five (5) days sick pay per calendar year.

Effective January 1, 1979 all employees shall be entitled to receive six (6) days sick pay per calendar year.

(a) Newly hired employees shall qualify for sick pay as follows:

For employees hired in 1976 and 1977:

90 days employment	- 1 day
180 days employment	- 2 days
270 days employment	- 3 days
360 days employment	- 4 days

For employees hired in 1978:

72 days employment	- 1 day
144 days employment	- 2 days
216 days employment	- 3 days
288 days employment	- 4 days
360 days employment	- 5 days

For employees hired in 1979:

60 days employment	- 1 day
120 days employment	- 2 days
180 days employment	- 3 days
240 days employment	- 4 days
300 days employment	- 5 days
360 days employment	- 6 days

(b) Once qualified, employees shall requalify for sick pay as of January 1 of each succeeding year.

(c) Sick pay shall commence on the first (1st) day of absence provided such day is a scheduled work day and shall be paid for on the following basis:

AVERAGE HOURS PER WEEK

Less than 26 hours
26 hours to 32 hours
32 hours or more

HOURS OF SICK PAY

4 hours at regular rate of pay
6 hours at regular rate of pay
8 hours at regular rate of pay

The average number of hours per week for the purpose of this Section shall be computed on the basis of the average of the four (4) immediately preceding weeks.

ARTICLE XIII (cont'd)

(d) Sick leave unused during the calendar year shall be paid for in accordance with the above schedule during the pay period immediately preceding the Christmas week. For Example: an eligible employee, entitled to receive three (3) days sick leave during the calendar year, uses and receives pay for two (2) days of such leave prior to the pay period immediately preceding the Christmas week. Accordingly, he shall be entitled to receive pay for the one (1) unused sick day in accordance with the above schedule. 624

(e) In no event shall unused sick leave accumulate from year to year or under any circumstances exceed a maximum of three (3) days in calendar year 1976, four (4) days in calendar year 1977, five (5) days in calendar year 1978 and six (6) days in calendar year 1979.

13.14 For store meetings, minimum call-in shall be two (2) hours.

ARTICLE XIV
DISCHARGE

14.1 No employee shall be discharged without just cause.

ARTICLE XV
JURY SERVICE - FUNERAL PAY - MILITARY RESERVE

15.1 All employees who are subpoenaed for jury service and actually report shall receive the difference in pay for time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay the employee's regular straight-time hourly rate of pay. 620

The employee shall notify the Store Manager that he or she has been subpoenaed for jury service on the employee's first workday following receipt of such subpoena.

When an employee is released for a day or part of a day, he shall report to his store for work.

Any employee who reports for jury service for five (5) days, Monday through Friday, shall not be scheduled to work on Saturday during that week. If, however, an employee volunteers to work on Saturday, at the request of the Employer, the employee shall receive the appropriate hourly rate of pay for said days, which pay shall not be set off against or deducted from the forty (40) hours jury pay; provided further that hours worked on Saturday shall not be considered as hours in excess of forty (40) hours for overtime purposes.

15.2 The Employer agrees to pay all employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parents, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, or any relative residing with the employee or with whom the employee is residing. 614-15
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15.3 Any employee, who serves in the National Guard or Military Reserve Units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the Unit which they serve. Such employee shall give the Employer two (2) weeks prior notice. An employee shall not be required to take military training duties as his earned vacation. 612

The Employer will comply with the application laws of the United States concerning the re-employment of persons leaving the military service of the United States.

ARTICLE XVI
CLERKS WORK CLAUSE

No salesman shall handle or stock any merchandise in the store, excluding the meat department, except rack jobbers and driver-salesmen engaged in servicing the retail stores under prevailing practices with merchandise directly from a delivery vehicle at the point of delivery. It is understood that the above shall not apply in new stores during the first week after the store is opened.

ARTICLE XVI (cont'd)

In the event of violation of this Section, the most senior employee working in that store at the time of the violation shall receive four (4) hours straight time pay or straight time pay in the amount of actual time spent in such violation. If more than one (1) person is involved in the violation, the two (2) senior clerks shall receive the violation pay.

ARTICLE XVII HEALTH AND WELFARE

17.1 The Employer agrees to continue to pay by the tenth (10th) day of the month into the Chicago Area Retail Clerks Union and Employers Insurance Fund the sum of thirty cents (30¢) per hour on all straight time hours worked by eligible employees covered by this Agreement. The contribution shall also be made on hours for which employees receive holiday and vacation pay and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week. Contributions shall be increased as follows during the term of this Agreement.

- (a) Five cents (5¢) per hour to thirty-five cents (35¢) per hour for all hours worked commencing May 1, 1977.
- (b) Five cents (5¢) per hour to forty cents (40¢) per hour for all hours worked commencing May 1, 1978.
- (c) Five cents (5¢) per hour to forty-five cents (45¢) per hour for all hours worked commencing May 1, 1979.

17.2 The Trust Fund shall be jointly administered by a Board of Trustees, with an equal number of trustees representing the Union, and an equal number of Trustees representing the Employer.

17.3 When an eligible employee covered by the Health and Welfare Plan changes employment from one (1) participating Employer to another participating Employer within a thirty-one (31) day period, the new Employer shall immediately pay the same contribution rate previously paid on behalf of said employee. Thereafter, eligibility and rate of contribution shall be determined in accordance with all provisions of this Article.

ARTICLE XVIII PENSION

18.1 The Employer agrees to continue to make a contribution of seventeen cents (17¢) per hour on all straight-time hours worked by employees covered by this Agreement. Such contributions shall be made to the Chicago Area Retail Food Clerks Pension Fund. The contribution shall also be made on hours for which employees receive holiday and vacation pay and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week.

18.2 Contributions shall be increased as follows during the term of this Agreement.

- (a) Five cents (5¢) per hour to twenty-two cents (22¢) per hour for all hours worked commencing January 1, 1977.
- (b) Five cents (5¢) per hour to twenty-seven cents (27¢) per hour for all hours worked commencing January 1, 1978.
- (c) Five cents (5¢) per hour to thirty-two cents (32¢) per hour for all hours worked commencing January 1, 1979.
- (d) Five cents (5¢) per hour to thirty-seven cents (37¢) per hour for all hours worked commencing June 1, 1979.

18.3 Contributions shall be made to a jointly administered Pension Trust Fund to be trusted and administered in accordance with existing law and in accordance with the Pension Plan and Trust Agreement existing between the parties. Said contributions shall be for the sole purpose of providing pension for eligible employees as defined in such Pension Plan.

ARTICLE XIX
COLLECTION OF DELINQUENT CONTRIBUTIONS

19.1 Any Employer who is sixty (60) days delinquent in the payment of any or all of the contributions required of it by the above Articles XVII and XVIII shall pay as liquidated damages, a sum of twenty dollars (\$20.00) or ten percent (10%) of the amount delinquent, whichever is greater. Such damages shall be computed monthly and on a separate basis for the Health and Welfare Fund and the Pension Fund. The amount of liquidated damages shall be added to the cumulative total of delinquent contributions and shall be included in the computation of damages.

19.2 In addition to the foregoing, an Employer delinquent sixty (60) days or more shall be liable for the payment of any benefits paid or otherwise payable to an employee or his dependents from the Health and Welfare Trust Fund as a result of any claim incurred during the period of delinquency. Said liability shall not be waived by payment of the amount delinquent, including the liquidated damages, or by payment of the claim by the Health and Welfare Trust Fund.

The above paragraphs shall not be applicable when, in the judgement of the Trustees, the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.

The Employer agrees that applicable payroll records shall be made available for audit to employees of the Health and Welfare and/or Pension Fund as directed by action of the Board of Trustees of these Funds.

ARTICLE XX
CONFORMITY TO LAW

Nothing contained in this Agreement is intended to violate any Federal Law, rule or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace such void part with a valid provision.

ARTICLE XXI
TECHNOLOGICAL CHANGE

21.1 The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective the parties agree as follows:

In the event the Employer introduces major technological changes which for the purpose of this Article is defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, sixty (60) day advance notice of such change will be given to the Union.

In addition the Employer agrees:

1. Any retraining necessary will be furnished by the Employer at no expense to the employees.
2. Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store.
3. In the event an employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes, as defined above, the employee will be eligible for severance pay in accordance with the following provisions:
 - a. All employees with two (2) or more years of continuous service will be eligible for one (1) week severance pay for each year of continuous service. Maximum severance pay of eight (8) weeks pay to be paid on a weekly basis.
 - b. An employee shall be disqualified for severance pay in the event the employee:

ARTICLE XXI (cont'd)

1. Refuses retraining
2. Refuses a transfer within a geographical grouping
3. Voluntarily terminates employment

ARTICLE XXII
STORE CLOSING

22.1 In the event the Employer closes or sells a store and employees are terminated as a result thereof, pay equal to one (1) weeks' pay for each year of continuous service commencing with the third (3rd) year for employees who regularly worked forty (40) hours per week and the fifth (5th) year for employees who regularly worked less than forty (40) hours per week up to, but not to exceed eight (8) weeks pay at their regular rate. However, for those employees who have an incomplete year of continuous service as an employee, will receive pro-rata severance pay for that year as follows:

- 0 - 3 months equals twenty-five percent (25%) of a week's pay
- 3 - 6 months equals fifty percent (50%) of a week's pay
- 6 - 9 months equals seventy-five percent (75%) of a week's pay
- over 9 months equals one (1) week's pay

Severance pay shall be computed based on the average hours worked per week for fifty-two (52) weeks preceeding termination.

22.2 The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) months following termination for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.

22.3 Holidays that fall within thirty (30) days after termination and employees who are eligible for severance pay shall be entitled to holiday pay.

22.4 All monies due employees shall be paid in a lump sum upon termination or layoff.

22.5 An employee who is terminated or laid off and who is eligible for severance pay and accepts severance pay shall not retain seniority or recall rights.

An employee who does not accept severance pay shall retain his recall rights for a period of two (2) years, at which time he shall receive severance pay.

22.6 If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then the employee shall have the option of accepting the job or the severance pay.

22.7 The Employer agrees to give to the employees and the Union four (4) weeks notice in advance of a store closing or sale.

22.8 Employees who are eligible for severance pay and accept a transfer to a lower rated job will maintain their present rate, or the rate of the contract covering the area to which they are transferred, whichever is greater.

22.9 Letters of recommendation will be given to all laid off employees at time of layoff.

22.10 The Company agrees to recall any laid off employees in any new locations opened under the jurisdiction of the Local Union covered by this Agreement.

22.11 Payment of unused sick leave (Article 13.13) will be paid to employees laid off resulting from store closings.

22.12 Vacation and holiday pay shall be based on the highest rate paid to an employee during the one (1) year period prior to the employee receiving said vacation and holiday pay.

ARTICLE XXIII
TERM OF AGREEMENT

23.1 This Agreement shall be effective from June 27, 1976, through June 30, 1979,

ARTICLE XXIII (cont'd)

at which time it shall automatically renew itself from year to year, provided, however, that either party may give to the other party not less than sixty (60) days notice in writing prior to the expiration date or to annual renewal date of its intention to change or terminate said Contract.

23.2 By execution of this Collective Bargaining Agreement, the Employer does hereby adopt, ratify and become a party to the Chicago Area Retail Clerks Unions and Employers Insurance Fund Agreement and Declaration of Trust and the Chicago Area Retail Food Clerks Pension Fund Agreement and Declaration of Trust, and said Agreements and Declarations of Trust are hereby incorporated herein and made part hereof. Further, the Employer reaffirms and ratifies all acts of the Trustees performed pursuant to said Agreements and Declarations of Trust.

Signed this 14th day of July, 1976

FOR THE COMPANY:

NATIONAL TEA CO.

BY Daniel L. Costello
Daniel L. Costello
Corporate Director, Labor Relations

BY Willard J. Carlson
Willard J. Carlson
Vice President

FOR THE UNION:

R.C.I.A. LOCAL UNION #1540

BY [Signature]

BY _____

APPENDAGE "A"

CHECKOFF

The following provision shall become effective for Retail Clerks Local Union No. 1540, if and when such Local Union desires to institute such checkoff procedure. Upon sixty (60) days notice to the Employer involved, the following shall become applicable:

"The Employer shall for the term of this Agreement deduct initiation fees as authorized, and shall deduct Union dues from the last pay of each month of employees who are members of the Union who individually certify in writing authorization for such deductions. The authorization for such deduction may be revoked by the employee upon giving thirty (30) days written notice to the Employer and the 'Union'. The Employer shall promptly remit all sums deducted in this manner to the Secretary-Treasurer of the Local Union."

APPENDAGE "B"

COST OF LIVING INCREASE

Effective December 25, 1977 and December 24, 1978, a Cost of Living adjustment shall be made for all employees, in all classifications; excluding utility clerks and bakery, deli, & non-foods clerks. Such employees will receive the negotiated Cost of Living increase as set forth in Article VII. The amount of the Cost of Living allowance shall be determined and redetermined as provided below, on the basis of the consumer price index for urban wage earners and clerical workers, all cities, all items (1957-59 = 100) published by the BLS hereinafter referred to as the "Index".

Effective December 25, 1977 such adjustments in hourly rates of pay shall be made on the basis of one cent (1¢) per hour for each full point four (.4) increase in the "Index". Using the September 1976 "Index" as the base, hourly rates of pay shall be adjusted effective December 25, 1977 by one cent (1¢) for each point four (.4) increase that the September 1977 "Index" exceeds the base "Index" of September 1976. The amount of the Cost of Living adjustment for December 25, 1977 shall be at least ten cents (10¢) per hour and at most twenty cents (20¢) per hour.

Effective December 25, 1977, all Cost of Living adjustments resulting from the formula in Paragraph 2 above shall be added to and frozen into the base hourly rate for each classification above, including minimum and maximum rates for spread classifications.

Effective December 24, 1978, Cost of Living adjustment in hourly rates of pay shall be made on the basis of one cent (1¢) per hour for each full point four (.4) increase in the "Index". Using the September 1977 "Index" as the base, hourly rates of pay shall be adjusted effective December 24, 1978, one cent (1¢) for each point four (.4) increase that the September 1978 "Index" exceeds the base "Index" of September 1977. The amount of Cost of Living adjustment for December 24, 1978, shall be at least ten cents (10¢) per hour, and at most twenty cents (20¢) per hour.

Effective December 24, 1978, all Cost of Living adjustments resulting from the formula in Paragraph 4 shall be added to and frozen into the base hourly rate for each classification above including minimum and maximum rates for spread classifications.

In the event that the consumer price "Index" for September 1977 and September 1978, have not been issued by December 25, 1977 and December 24, 1978 respectively, then any adjustments that are required will be made at the beginning of the first pay period after receipt of the "Index" retroactive to the date adjustment was due.

No adjustments, retroactive or otherwise, shall be made due to any revision that may be made in the published figures for the BLS consumer price "Index" after the amount of the Cost of Living adjustment has been determined and applied to the hourly base rates of pay.

The amount of any allowances not effective at the time shall be included in computing any payments under this Agreement which are based on the regular hourly rate.

In the event the CPI shall be revised or discontinued, and in the event the powers of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Company and the Union to determine what the CPI would have been had it not been revised or discontinued, then the Company and the Union will negotiate and agree upon an appropriate substitute for CPI.

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FIRST
MDSU.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212
August 19, 1976Office of the President
Retail Clerks International
Association, Local #1540
601 West Golf Road
Mt. Prospect, Illinois 60056

AUG 31 1976

Gentlemen:

The Bureau of Labor Statistics maintains a file of selected private and public sector agreements for use by private parties and government agencies, and as a basis for the Bureau's agreement provision studies. We would appreciate receiving a copy of your current agreement(s) and/or related documents, identified below, together with any related supplements (e.g., pension, health and welfare, and SUB plans) or wage schedules.

A current union agreement between your union's local #1540 and Chicago, Illinois area Grocery Stores (as listed on the reverse side.).

For statistical purposes, we also need the information requested below. You may return this form, your agreement(s) and supplements in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return this form.

The file is available for your use, as provided by Section 211 of the Labor Management Relations Act of 1947, except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, please check this box. ☐

Sincerely yours,

*Julius Shiskin*JULIUS SHISKIN
CommissionerPLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement or more than one employer is covered by this agreement, provide information on the back of this form. (PLEASE PRINT)

1. Approximate number of employees involved - - - - - 7,100 es
2. If multiemployer contract, indicate the number of employers see reverse side
3. General location of agreement (city, State, or region) - - - - -
4. Product, service, or type of business _____
5. Effective date _____ and expiration date _____

[Signature]
(Your name and position)601 GOLF RD

(Address)

312-5533500

(Area code and tel. no.)

Mt Prospect.

(City, State, ZIP code)

Employer, product, service or type of business	Name of union or association	Number of employees normally covered by agreements
<p>1.) Dominick's</p> <p>2.) Eagles</p> <p>3.) Great A & P Tea Co.</p> <p>4.) Kohl's</p> <p>5.) <i>Nation</i></p>	<p>1500</p> <p>1500</p> <p>1500</p> <p>600</p> <p>2000</p> <p><u>71</u></p> <p><i>Aug 31 1976</i></p> <p><i>Enclosed Contract is for all Companies</i></p>	